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November 6, 2018

***Sent Via Certified U.S. Mail***

Corporate Service Company, Registered Agent  
**Amazon.com, INC**  
251 Little Falls Drive  
Wilmington, DE 19808

**Amazon.com, INC**  
P.O. Box 80683  
Seattle, WA 98108-0683

**Amazon.com Services, INC**  
251 Little Falls Drive  
Wilmington, DE 19808

**RE: *Louie Ronquillo vs. Amazon.com, INC***

To Whom It May Concern:

This letter is the written notice required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Section 2698 *et seq.*, including without limitation California Labor Code Sections 2699.33 (a)(1), 2699.3(b)(1), and/or 2699.3(c)(1) of the California Labor Code, and any other applicable provision of statute, rule, or law. This letter is being sent simultaneously via online filing to the California Labor and Workforce Development Agency. This letter is an important formal legal notice which may lead to immediate action against you and your company in a court of law and in administrative proceedings, or both and the imposition of substantial penalties and other orders and remedies against you and your company.

This office represents Louie Ronquillo, who is currently working for Amazon.com, Inc. Mr. Ronquillo's 1099 form indicates that the employer's address is the Seattle, Washington, post office box set forth above. We are investigating a potential class and/or representative action on behalf of current and former employees, who worked for Amazon.com, Inc., regarding violations of the California Labor Code, and provisions of the California Wage Orders.

**Facts and Theories:**

The facts and theories upon which the action will be brought all stem from Amazon's misclassification of its delivery drivers as independent contractors, rather than as employees.

To be a true independent contractor, a business has the burden of proving the following:

- A. The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work, and in fact; *and*,
- B. The worker performs work that is outside the usual course of the hiring entity's business; *and*,
- C. The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed.

See *Dynamex Operations West, Inc. vs. Superior Court*, 4 Cal.5th 903 (2018).

It should be noted that a business failing to prove *any one* of these factors will render the worker an employee rather than an independent contractor.

In this case, Amazon is unable to establish any one of these factors, much less all three:

**Item A:**

Drivers are not free from control and direction of Amazon in connection with the performance of their work. Drivers are required to pick up packages to be delivered at a designated warehouse. When they pick up packages, they are provided either a three hour, four hour, or five hour window in which to make all of the deliveries which they are assigned. They must use Amazon's software in making the deliveries, and alert Amazon when each delivery is made. Moreover, if they fail to make all assigned deliveries within the given window, they must report to Amazon the reasons why. Drivers are not permitted to work more than eight hours per day.

**Item B:**

Amazon is a company that markets goods for sale online. Amazon's business model is to deliver the goods to the customer, rather than to sell goods in "brick and mortar" stores in which customers must come to the seller. Delivery is a quintessential part of Amazon's business. Clearly, Amazon's drivers are not performing work that is outside the usual course of Amazon's business.

**Item C:**

Amazon's drivers are just that - drivers. They generally work for Amazon, and only for Amazon, on a full-time basis. They are not independently established businesses, such as a plumber or an electrician, that a company like Amazon might hire on an as-needed basis, and that spend the majority of their time working for other customers. They are an integral part of Amazon's business - bringing the goods to the customer, rather than the customer having to go to the goods. Amazon would not be Amazon without them.

Classifying its drivers as independent contractors places Amazon squarely in violation of California Labor Code § 226.8, which prohibits misclassification of individuals as independent contractors.

Furthermore, Amazon's misclassification of its delivery drivers as independent contractors gives rise, derivatively, to a number of other wage and hour violations, including, but not limited to, the following:

**Failure to provide rest breaks:**

IWC Wage Order 9-2001(12) requires a paid 10 minute rest break be provided for each four-hour work period or major fraction thereof. California Labor Code § 226.7 requires employers to pay an extra hour of wages at the regular hourly rate for each shift in which a paid rest break was not provided. Because Amazon's delivery drivers are essentially paid on a piece-rate basis, when drivers are idle (i.e., if and when they take a rest break), they are not paid for the time they spend on their rest breaks. Furthermore, Amazon does not inform its delivery drivers that they are entitled to 10 minute paid rest breaks.

**Failure to provide meal periods:**

California Labor Code § 512 and IWC Wage Order 9-2001(11) require that employees working shifts of more than five hours be provided with a half-hour unpaid meal period. California Labor Code § 226.7 requires employers to pay an extra hour of wages at the regular hourly rate for each shift in which a meal period was not provided. Amazon does not inform its drivers of their right to take a meal period, or otherwise provide meal periods to its drivers.

**Failure to pay minimum wage / overtime wages / all wages due / wages due at termination of employment:**

When Amazon's delivery drivers arrive at the warehouse to pick up their items for delivery, they are required to wait in a line that typically consumes between 10 and 30 minutes. The drivers are not paid for this time. Failure to compensate drivers for

this time violates California Labor Code §§ 1194 and 1197. Furthermore, Amazon does not pay time-and-a-half for work over 8 hours in a day, or work over 40 hours in a week. Failure to pay these wages constitutes a violation of California Labor Code § 204. Failure to pay these wage at termination of employment violates California Labor Code §201 if the employee was terminated involuntarily, and failure to pay them within 72 hours of termination violates California Labor Code § 202 if the employee quit. California Labor Code § 203 provides that a violation of Section 201 or 202 results in wages continuing to accrue until paid, or for 30 days, whichever occurs first.

**Failure to reimburse drivers for employment-related expenses:**

Amazon's delivery drivers incur employment-related expenses for fuel and mileage in the process of carrying out their job duties. Amazon does not reimburse its drivers for these expenses, which violations California Labor Code § 2802.

**Failure to provide wage accurate wage statements:**

California Labor Code § 226 requires employers to provide their employees accurate earnings statements containing the following information: (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Amazon did not and does not provide its delivery drivers with wage statements containing this information, due to its misclassification of them as independent contractors.

**Failure to pay for split shifts:**

Amazon's delivery drivers often have to wait a number of hours after completing assigned deliveries before the next group of assigned deliveries is provided. This practice constitutes a split shift pursuant to IWC Wage Order 9-2001(4)(C). Amazon does not pay its delivery drivers the required extra hour of wages resulting from split shifts.

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**Failure to provide paid sick leave:**

California Labor Code § 246 requires employers to provide paid sick leave. Due to Amazon's misclassification of its delivery drivers as independent contractors, paid sick leave was not provided.

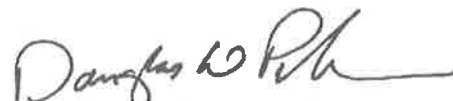
This notice is hereby given to and is made against Amazon.com, Inc., and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be delivery drivers working for Amazon.com, Inc., or any related or alter ego company, corporation, partnership, and/or business entity, at any time on or after a date three (3) years prior to the date of this letter at any location within the State of California.

This notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code, IWC Wage Orders, or regulations thereunder which might be discovered because of reasonable and diligent investigation made pursuant to this notice.

Very truly yours,

**Rastegar Law Group, APC**

  
Douglas W. Perlman, Esq.

**RASTEGAR**  
**LAW GROUP**  
22760 Hawthorne Boulevard, Suite 200  
Torrance California, 90505

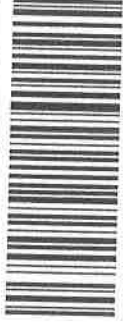


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Wilmington, DE 19808



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22760 Hawthorne Boulevard, Suite 200  
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Seattle, WA 98108-0683

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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